

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF  
WASHINGTON

YEDIDA KHADERA, KEVIN HUDSON,  
and SAM RICHARDSON, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

ABM INDUSTRIES INCORPORATED,  
AMERICAN BUILDING MAINTENANCE  
CO. – WEST, and DOES I through X,  
inclusive,

Defendants.

NO. C08-0417 RSM

**ORDER OF SETTLEMENT  
APPROVAL AND DISMISSAL WITH  
PREJUDICE**

WHEREAS, this Court has considered Plaintiffs' Unopposed Motion for Approval of  
Collective Action Settlement; and

WHEREAS, the Court, being advised, finds that good cause exists for entry of the  
below Order; now, therefore,

IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED THAT:

1. Unless otherwise provided herein, all capitalized terms in this Order shall have  
the same meaning as set forth in the Stipulation of Settlement attached as Exhibit 1 to the  
Declaration of Jennifer Rust Murray in Support of Plaintiff's Motion for Approval of  
Collective Action Settlement.

1           2.       The Court finds it has personal and subject matter jurisdiction over all claims  
2 asserted in this litigation with respect to all members of the Settlement Class.

3           3.       The settlement of this action on the terms set forth in the Stipulation of  
4 Settlement is approved as being fair, adequate, and reasonable in light of the degree of recovery  
5 obtained in relation to the risks faced by the Settlement Class in litigating the claims. The relief  
6 provided to the Settlement Class under the Stipulation of Settlement is appropriate as to the  
7 individual members of the Settlement Class and as a whole. The Stipulations of Settlement is a  
8 fairly and reasonably resolves a bona fide dispute over FLSA provisions.

9           4.       The Court approves a payment of \$1,120,000 in statutory fees and costs to  
10 Plaintiffs' counsel as fair and reasonable based on the lodestar method, which courts use to  
11 determine the reasonableness of fees awarded pursuant to a fee-shifting statute. Of this  
12 amount, \$82,529.30 will reimburse Plaintiffs' counsel for the reasonable costs they incurred  
13 prosecuting this litigation, including: (1) expert fees, (2) copying, mailing, and messenger  
14 expenses; (3) deposition expenses; (4) computer research expenses; and (5) mediation  
15 expenses. In addition, \$8,500 will be used to pay the independent claims administrator, Garden  
16 City Group, to calculate taxes, issue 1099 forms to class members, and send settlement award  
17 checks. The remaining \$1,028,970.70 will compensate Plaintiffs' counsel for fees incurred  
18 prosecuting this case. The awarded fees are substantially less (approximately 50 percent) than  
19 Plaintiffs' counsel's total lodestar, which as of October 15, 2012 was \$2,048,632.70. Plaintiffs'  
20 counsel's lodestar was calculated based on a reasonable number of hours expended on the  
21 litigation multiplied by counsel's reasonable hourly rates.

22           5.       The Court approves as reasonable Enhancement Payments of \$10,000 each to  
23 Plaintiffs Yedida Khadera, Kevin Hudson, and Sam Richardson to compensate them for the  
24 work they performed on behalf of the Settlement Class. These Enhancement Payments are in  
25 addition to the share of the Class Payment that the Named Plaintiffs are entitled to receive  
26 under the terms of the Stipulation of Settlement.

1           6.       The Stipulation of Settlement is binding on all Class Members.

2           7.       The Court finds that Plaintiffs' counsel have sent notice to all Class Members of  
3 the Stipulation of Settlement and have provided detailed information regarding: (1) the amount  
4 the Class Member is estimated to receive in settlement; and (2) the amount of attorneys' fees  
5 and costs requested by Plaintiffs' counsel. The Court finds that this notice reached over 98  
6 percent of all Class Members. No Class Member has objected to the Stipulation of Settlement,  
7 including the amount of the settlement or Plaintiffs' counsel's fee and cost request.

8           8.       Within 15 business days after the Court approves the Stipulation of Settlement,  
9 Defendants shall deposit the money necessary to fund the Settlement into an account  
10 maintained by the Claims Administrator.

11          9.       Within ten calendar days after Defendants' deposit of funds with the Claims  
12 Administrator, the Claims Administrator will pay to Plaintiffs' counsel all Court-approved  
13 attorneys' fees and costs (except for costs of notice and claims administration) and  
14 Enhancement Awards. These funds will be maintained in trust by Plaintiffs' counsel until the  
15 settlement's Effective Date.

16          10.      Within ten days following the deadline for Class Members to submit a  
17 Verification Form to Plaintiffs' counsel, Plaintiffs' counsel shall send the Claims Administrator  
18 a spreadsheet (the "Claims Spreadsheet"), listing the names, addresses, and settlement payment  
19 amounts of all Qualified Claimants.

20          11.      Within ten days of the Effective Date or twenty days of the deadline to submit  
21 Verification Forms, whichever is later, the Claims Administrator shall mail each Qualified  
22 Claimant a check for his or her share of the Class Payment minus all appropriate payroll taxes.  
23 The Claims Administrator shall be responsible for calculating and withholding all required state  
24 and federal taxes on behalf of both Class Members and Defendants.

25          12.      All Class Members are bound by the terms of the Stipulation of Settlement. As  
26 of the Settlement's Effective Date, all Settlement Class Members shall be deemed to have

1 released, to the extent permitted by law, the Released Parties from any and all claims, debts,  
2 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or  
3 causes of action which arise from the factual allegations and claims asserted in the *Khadera*  
4 Action including, without limitation, any and all claims for alleged wage and hour violations  
5 under Washington or federal law, including claims under 29 U.S.C.A. §§ 201-219, RCW  
6 49.46.130, RCW 49.46.090, RCW 49.52.050, WAC 296-126-092, liquidated damages, punitive  
7 damages, penalties under Washington or federal law, or any other benefit claimed on account  
8 of the allegations asserted in this Action arising from March 12, 2005 through December 31,  
9 2011.

10 13. Plaintiffs Yedida Khadera, Kevin Hudson, and Sam Richardson release and  
11 forever discharge, to the extent permitted by law, the Released Parties from any and all claims,  
12 demands, liabilities, and causes of action of every kind, whether known or unknown, stemming  
13 from or in any way related to their employment by, and /or termination from employment with,  
14 Defendants, including, but not limited to, any and all claims which are, or may be based upon  
15 or connected in any manner with any of the matters referred to or encompassed in any of the  
16 pleadings, records, or other papers filed in this action. This release specifically covers, but is  
17 not limited to, any wage and hour complaints; whistleblower complaints; physical or mental  
18 disability claims under local, state, or federal law; any claims of discrimination based on race,  
19 color, national origin, sex, marital status, veteran status, age (including claims under the federal  
20 Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*), or any other protected  
21 characteristic; any tort claims; and any claims under any express or implied contract. This  
22 release is intended to be all encompassing and includes any and all claims and causes of action  
23 that Plaintiffs Khadera, Hudson, and Richardson may have against any of the Released Parties  
24 that arose on or before the Effective Date of this Agreement.

25 14. This Court hereby dismisses this action with prejudice as to all Class Members.  
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1           15.     The dismissal of the claims against Defendants is without prejudice to the rights  
2 of the Parties to enforce the terms of the Stipulation of Settlement and the rights of Plaintiffs'  
3 counsel to seek the payment of fees and costs provided for in the Stipulation of Settlement.  
4 Without affecting the finality of this Order, or the judgment to be entered pursuant hereto, in  
5 any way, the Court retains jurisdiction over the claims against Defendants for purposes of  
6 resolving any disputes that may arise under the Stipulation of Settlement.

7           DATED this 19<sup>th</sup> day of October 2012.  
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12 RICARDO S. MARTINEZ  
13 UNITED STATES DISTRICT JUDGE  
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CERTIFICATE OF SERVICE

I, Jennifer Rust Murray, hereby certify that on October 19, 2012, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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*Attorneys for Defendants*

1 DATED this 19th day of October, 2012.

2 TERRELL MARSHALL DAUDT & WILLIE PLLC

3  
4 By: /s/ Jennifer Rust Murray, WSBA #36983

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